

This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Dated: August 21, 2014



Charles M. Caldwell
Charles M. Caldwell
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE:	:	Case No. 13-58170
	:	
BARBARA E. ROADARMEL,	:	Chapter 13 (J. CALDWELL)
	:	
Debtor.	:	
<hr/>		
BARBARA E. ROADARMEL,	:	
	:	
Plaintiff,	:	
	:	
V.	:	ADV. PRO. NO. 14-2102
	:	
PNA BANK, et al.,	:	
	:	
Defendants.	:	

AGREED ORDER RESOLVING ADVERSARY PROCEEDING (DOC. # 1)

This matter is before the Court upon the Complaint of Plaintiff (Doc. # 1), and the Answers of PNA Bank (Doc. # 4), and Cenlar, FSB (Doc. # 5). The Court has been advised that the parties have reached an agreement to resolve this proceeding. The Court has reviewed the parties agreement, finds the same to be appropriate under the circumstances, and hereby approves that agreement.

It is, therefore, **ORDERED** as follows:

1. The parties agree that the approximate fair market value of the real property located at 5279 Avalon Avenue, Columbus, OH 43229 is \$125,000.00.

2. Defendants filed a proof of claim in the underlying Chapter 13 case in the total amount of \$194,375.82. The parties stipulate that Plaintiff's Chapter 13 bankruptcy estate has been determined to be insolvent.

3. The parties stipulate that Defendants have received disbursements from the Chapter 13 Trustee in the Chapter 13 case the amount of \$9,852.96 through July, 2014. Defendants stipulate that these funds were applied to Plaintiff's loan per the terms of the note and mortgage.

4. Within ten (10) days from entry hereof, Defendant shall amend the subject proof of claim to reflect an on-going monthly payment of \$1,670.32, and that the pre-petition mortgage arrearage is -0-.

5. The parties agree that Defendants has made current escrow advances on the subject loan in the amount of \$24,571.27. The parties agree that Plaintiff shall repay these escrow advances over a thirty-six (36) month period by adding the sum of \$680.39 per month to the principal and interest payment, the on-going required escrow, and any current escrow shortage, which may exist at this time.

6. The parties agree that Defendant shall reduce the total balance on Plaintiff's loan from \$194,375.82 to \$101,430.47. The parties stipulate that Defendant shall not issue a 1099-C to Plaintiff for this reduction in the balance of the loan. The loan shall be modified from a variable rate ranging from 8.875%-14.875% to a fixed interest rate of 5%. The modified loan shall be amortized over a twenty (20) year period. The new maturity date of Plaintiff's mortgage loan will be August 1, 2034. This modification to Plaintiff's loan shall be permanent.

7. The new payment date will be effective as of August 1, 2014. This payment will consist of a new monthly principal and interest payment of \$669.40 instead of the current principal and interest payment of \$892.56. The current escrow payment effective August 1, 2014 is \$320.53 per month. Therefore, the total payment effective August 1, 2014 will be \$1,670.32 (\$669.40 principal and interest; \$320.53 current escrow; and \$680.39 repayment of prior escrow advances).

8. The parties agree that the above-described mortgage loan modification will not be considered finalized until a separate loan modification agreement drafted by Defendants is signed by Plaintiff and her daughter, also known as Barbara Ellen Como.

9. Plaintiff acknowledges the validity of the note and mortgage instrument involved in this case.

10. Plaintiff shall modify the underlying Chapter 13 Plan, if necessary, to ensure that the same remains in statutory compliance.

11. There being no other matters before this Court, the Clerk is hereby ordered to administratively close this case. Any outstanding costs shall be borne by Defendants.

IT IS SO ORDERED.

APPROVED:

/s/ Christopher J. Spiroff
Christopher J. Spiroff (0042247)
1180 South High Street
Columbus, OH 43206
614.224.2104
Fax: 614.224.2066
admin@spirofflaw.com
Trial Attorney for Plaintiff

/s/ LeAnn E. Covey/7/31/14
LeAnn E. Covey (0083289)
4500 Courthouse Blvd., Suite 400
Stow, OH 44224
330.436.0300
Fax: 330.436.0301
lcovey@johndclunk.com
Trial Attorney for Defendants

Copies to:

Christopher J. Spiroff, Esq. (via electronic service)
LeAnn Covey, Esq. (via electronic service)

###